

AGENDA
WALKER COUNTY
BOARD OF COMMISSIONERS
WALKER COUNTY COURTHOUSE ANNEX III, 201 S MAIN STREET
LAFAYETTE, GEORGIA 30728

The following constitutes the agenda for the regular scheduled meeting of the Board of Commissioners of Walker County, Georgia to be held at 6:30 p.m. on February 22, 2024

REGULAR SCHEDULED MEETING

- **Invocation & Pledges**
- **Chairman Whitfield will Call to Order the Regular Meeting**
- **Establish a Quorum is present**
- **Approve Agenda**
- **Approve Minutes**
Minutes for the Regular Scheduled Meeting Held on February 8, 2024 at 6:30 p.m.
- **Proclamation**
FFA Week 2024
- **Public Comment**
- **New Business**
Resolution R-008-24 to Approve a Road Paving List for 2024

Consideration of a Rental Agreement with Purchase Option from Yancey Bros. Co. for a D4 Track-Type Tractor for the Walker County Landfill

January 2024 Departmental Statistics
- **Commissioner Comments**
- **Executive Session (if necessary)**
- **Adjourn**

NEXT REGULAR MEETING - Thursday, March 14, 2024 at 6:30 p.m.



**Walker County Governmental Authority
101 South Duke Street, P.O. Box 445
LaFayette, GA 30728
706-638-1437**

**Minutes of the Regular Meeting
February 22, 2024 - 6:30 PM**

I. Call to Order:

Chairman Shannon Whitfield called to order the Regular Scheduled Board of Commissioners Meeting held at Annex III, 201 S. Main Street, LaFayette, Georgia at 6:30 PM on February 22, 2024.

II. Attendees:

The following were present: Chairman Whitfield, Commissioner Robert Blakemore, Commissioner Mark Askew, Commissioner Brian Hart, Legal and Policy Director David Gottlieb, Communications Specialist Dakiya Porter and Board Clerk Whitney Summey. Other guests signed in at the meeting as well. Please see the attached sign in sheet.

III. Approval of Agenda:

Chairman Whitfield recommended to amend the agenda to add Proclamation FFA Week 2024. Commissioner Askew made a motion to amend the agenda, seconded by Commissioner Hart, 3 ayes and 0 nays, motion carried.

IV. Approval of Minutes:

Commissioner Blakemore made a motion to approve the minutes of the Regular Scheduled Meeting held February 8, 2024 at 6:30 p.m., seconded by Commissioner Askew, 3 ayes and 0 nays, motion was approved.

V. Proclamation:

- I. Chairman Whitfield presented the Proclamation for FFA Week 2024 to members of Ridgeland High School's FFA.

VI. Public Comment:

- I. Jim Pope asked opinions on the governing authority of the Board and the limitations of county government in an exception clause in the enabling act. Commissioner Askew said he interprets that the Board has the authority to do what is listed in the clause. Legal and Policy Director David Gottlieb said interpretations vary with each individual but he interprets the clause to provide the Board the powers listed in section 11 numbers 1-18.
- II. Stanley Matthews asked how the Chairman represents the Board of Commissioners when he is a voting member of the Water & Sewerage Authority and the Walker County Development Authority. Matthews asked if there were discussions outside the meetings and how the county body was represented. Chairman Whitfield said the two entities have enabling acts separate from the Board of Commissioners. Legal and Policy Director David Gottlieb said they are two separate entities and gave an example of how the Development Authority acquires property at no liability to the County. Chairman Whitfield explained the health department is in the same situation and how he and Commissioner Stultz sit on that board and their duties. Commissioner Askew suggested having work sessions to discuss items from the Water & Sewerage Authority and the Development Authority.
- III. Jamie Houlsey asked where funds came from for the Development Authority to purchase property like the Rock Springs property. Chairman Whitfield explained the Development Authority had cash on hand from revenue streams like bond percentages and PILOT agreements.
- IV. Gary Williams asked if Gilley Lane would be paved past the pavement and widened. Chairman Whitfield said not to his knowledge. He said smaller roads like this one are being paved while crews are in the area in order to save money.
- V. Joan Wallen expressed concerns on paving roads that were more like driveways. Chairman Whitfield said smaller roads are being paved while crews are in the area because coming back later would be very costly. He said the goal is to have all roads paved within ten years. Ms. Wallen expressed concerns with the increase in single family home permits affecting the open spaces and rural areas of the county. Chairman Whitfield said zoning and the comprehensive plan helps protect the rural areas and beauty of the county.

VII. New Business:

- I. Chairman Whitfield read Resolution R-008-24 to approve a road paving list for 2024. He said the list should be posted tomorrow and they will receive bids for 30 days. They usually receive four to five bids per year and the Board will vote on who to award the contract. Commissioner Hart asked if they will vote around the first meeting in April. Chairman Whitfield said yes. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.
- II. Chairman Whitfield presented the rental agreement with a purchase option from Yancey Bros. Co. for a D4 track-type tractor for the Walker County Landfill. Landfill Manager Paine Gily said the current John Deere is difficult to move across the 150 acres. He gave details of how the new machine would be a great fit for many tasks at the Landfill. Commissioner Askew said the rental price is better than contracting out the jobs the new machine can complete. Legal and Policy Director David Gottlieb said he reviewed the revisions made to the contract from the one posted. He said the revisions were not finalized until this afternoon and are all benefits to the county. Commissioner Hart made a motion to approve, seconded by Commissioner Askew, 3 ayes and 0 nays, motion carried.
- III. Chairman Whitfield read the Departmental Statistics for January 2024.

VIII. Commissioner Comments:

- I. Commissioner Blakemore thanked everyone for coming out and participating. He thanked all employees for their hard work. He encouraged citizens to reach out with any comments, concerns, or questions.
- II. Commissioner Askew thanked everyone for their participation and for all of the employees dedication to the citizens and the county. He thanked Public Works Director Carlen Bowers for his work on getting the paving list.
- III. Commissioner Hart said he is glad to see the TSPLOST dollars at work with the paving list and thanked Public Works Director Carlen Bowers for his work on the list. He thanked Fire Chief Blake Hodge for working with the City of LaFayette and Chattooga County to get an automatic aid agreement established.
- IV. Chairman Whitfield said automatic aid agreements benefit both parties by dispatching both departments to structure fires in certain areas. He said the road paving list has many factors involved. He said Public Works Director Carlen Bowers is already working on the next two years paving lists. He said it is his goal to have all roads paved within the next ten years.

IX. Adjournment:

- I. Commissioner Hart made a motion to adjourn the meeting, Commissioner Askew seconded the motion. Motion carried and the meeting was adjourned at 7:42 PM.



Shannon K. Whitfield
Chairman/CEO
Walker County Georgia

03-14-2024

Date

Minutes prepared by: Walker County Board Clerk, Whitney Summey

Regular Scheduled Board of Commissioners Meeting

Walker County Annex III

February 22, 2024

6:30 PM

<u>Roll Call</u>	<u>Present/Absent</u>
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Commissioner Blakemore	Present
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Commissioner Askew	Present
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Chairman Whitfield	Present
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Commissioner Hart	Present
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Commissioner Stultz	Absent
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Sign In Sheet

Regular Scheduled Board of Commissioners Meeting

February 22, 2024

6:30 PM

Name

Address

William Browne Rock Spring, GA 30739

Billy Sims 3599 E Brownstown Rd Lafayette

Randall Pittman Rossville

Ruby Miller

Alvin Gily

Landfill

Mike Miller

Lafayette, Ga

Jim Pope

Villanova

Gary Williams

Stanley Matthews

Chickamauga

Arden

Craig Teems

Chickamauga

Don Stult

La Fayette

John Womack

Aug 1975 Chickamauga

Bob Black Sides

Road Dept

Locks Bowers

Road Dep

Laura Owens

La Fayette

Jimmy King

Chickamauga

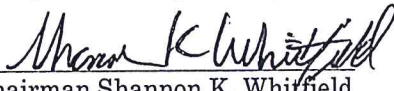


Proclamation

BY THE WALKER COUNTY BOARD OF COMMISSIONERS *FFA WEEK 2024*

- WHEREAS: The Future Farmers of America (FFA) organization and agricultural education provide a strong foundation for the youth of Walker County and the future of food, fiber and natural resources systems; and
- WHEREAS: FFA promotes premier leadership, personal growth and career success among its members, as well as citizenship, volunteerism, patriotism and cooperation; and
- WHEREAS: There are nearly a dozen active student and alumni FFA chapters in Walker County; and
- WHEREAS: Agricultural education and FFA ensure a steady supply of young professionals to meet the growing needs in the science, business and technology of agriculture; and
- WHEREAS: The FFA motto of "Learning to do, doing to learn, earning to live, living to serve" gives direction and purpose to these students who take an active role in succeeding in agricultural education; and
- WHEREAS: Agriculture remains a leading industry in Walker County, with nearly 90,000 acres in farmland and a farm gate value for agricultural products of over \$90 million;
- THEREFORE: I, Shannon K. Whitfield, on behalf of the Walker County Board of Commissioners do hereby designate this as FFA week in Walker County and encourage everyone to wear blue on Friday, February 23 to show your FFA pride.

Signed and sealed this 22nd day of February in the year 2024.


Chairman Shannon K. Whitfield

RESOLUTION R-008-24

A RESOLUTION OF THE WALKER COUNTY BOARD OF COMMISSIONERS TO APPROVE A LIST OF ROADS FOR RESURFACING IN 2024

WHEREAS, the Board of Commissioners of Walker County ("Board") is the governing authority of Walker County, Georgia; and

WHEREAS, Section 11, item 7 of the Enabling Act grants the Board the authority to repair public roads and bridges; and

WHEREAS, the Board has a need for several roads to be resurfaced or paved;

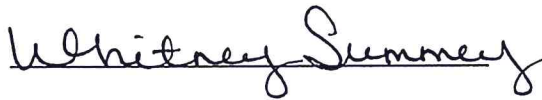
THEREFORE BE IT RESOLVED by the Board of Commissioners of Walker County, Georgia that the 2024 Road Resurfacing List, attached hereto marked "Exhibit A," is hereby approved.

BE IT FURTHER RESOLVED the Board directs county procurement staff to move forward with a Request for Proposal for roads on the 2024 list by March 1.

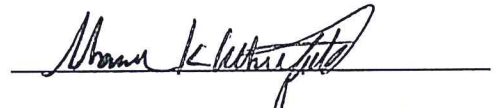
SO RESOLVED this 22nd day of February, 2024.

ATTEST:

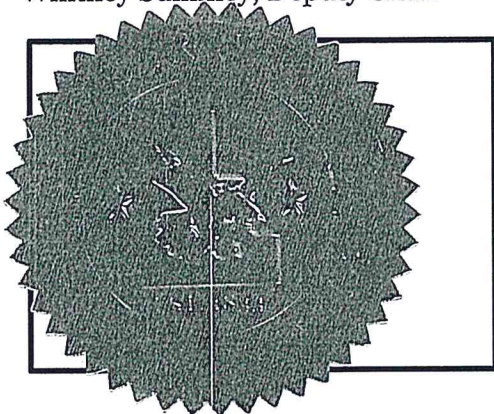
WALKER COUNTY, GEORGIA



Whitney Summey, Deputy Clerk



SHANNON K. WHITFIELD, Chairman



The foregoing Resolution received a motion for Passage from Commissioner Hart, second by Commissioner Askew, and upon the question the vote is 3 ayes, 0 nays to adopt the Resolution.

EXHIBIT A - Walker County unincorporated 2024 Road Paving List		
Road	Community	Length (Miles)
Cleveland Ct	Chickamauga	0.05
Cleveland Rd	Chickamauga	0.13
Pine St	Chickamauga	0.15
Parrish Cir.	Chickamauga	0.3
Oak Grove Rd	Chickamauga	0.3
Pond Springs Rd	Chickamauga	0.79
Rogers Rd	Chickamauga	0.8
Jones Ln	Chickamauga	1.19
Childress Hollow Rd	Chickamauga	1.51
Georgia Ave	Fairview	0.07
Sunset Dr	Fairview	0.08
Mountain View Dr	Fairview	0.13
Sky Line Dr	Fairview	0.15
Cleveland Rd	Fairview	0.16
Pine St	Fairview	0.19
Virginia Dr	Fairview	0.20
Echo Dr	Fairview	0.21
Gateway Ln	Fairview	0.30
Brentwood Dr	Fairview	0.34
W Valley Rd	Fairview	0.36
Green Hill Dr	Fairview	0.50
N Pine St	Fairview	0.54
W Circle Dr	Fairview	0.55
Scenic Dr	Fairview	0.55
Hilltop Dr	Fairview	0.55
E Circle Dr	Fairview	0.55
E. Valley Rd	Fairview	0.69
W Lewis St	Fairview	0.90
Crest Ridge Dr	Fairview	1.00
Gilley Ln	High Point	0.18
Carlock Cir	High Point	0.26
Hearmon Buck Dr	High Point	0.30
Marble Top Rd (Phase 2)	High Point	0.40
Garretts Chapel Rd (Phase 2)	High Point	1.00
Williams Dr	LaFayette	0.10
McSears Dr	LaFayette	0.2
Country Estates Rd	LaFayette	0.2
Wesley Rd	LaFayette	0.3
Madden Corner Rd	LaFayette	0.7
Lee Mason Rd	LaFayette	1.4
York Rd	LaFayette	1.63
Dunwoody Rd	LaFayette	2.6
Fostor Mill Dr	LaFayette	2.10
Old Ascalon Rd	North End Lookout Mt.	0.40

EXHIBIT A - Walker County unincorporated 2024 Road Paving List		
Road	Community	Length (Miles)
Payne Chapel Rd	North End Lookout Mt.	0.75
Vulcan Dr	North End Lookout Mt.	0.97
Mt. Olive Rd	North End Lookout Mt.	1.3
Asclon Rd	North End Lookout Mt.	1.3
Vulcan Rd	North End Lookout Mt.	1.8
Saddle Brook Ln	Rock Spring	0.03
Paytn Ln	Rock Spring	0.2
E. Turnipseed Rd	Rock Spring	0.2
Winding Ridge Rd	Rock Spring	0.4
Arnold Rd	Rock Spring	1.4
Clyde Bird Rd	Rock Spring	1.3
Tarvin Rd	Rock Spring	0.6
Hidden Valley Rd	Rock Spring	0.4
Glentana St	Rossville	0.67
Villanow Mill Creek Spur	Villanow	0.19
Villanow Mill Creek. (Phase 1)	Villanow	1.50
Cantrell Rd	Villanow	4.30
Rocky Ct	West LaFayette	0.23
Ridge Rd	West LaFayette	0.6
Dixon Springs Rd	West LaFayette	0.64
Chamberlain Rd Spur	West LaFayette	0.7
Chamberlain Rd	West LaFayette	6.67
Total Miles		51.18



RENTAL AGREEMENT WITH PURCHASE OPTION

Yancey Bros. Co. 330 Lee Industrial Blvd., Austell, GA 30168

Issue Date: Jan 24, 2024

Customer Information

Sold To:	Name	WALKER COUNTY	Ship To:	Name	Walker County Landfill
	Street Address	PO BOX 445	(if different than	Street Address	5120 N Marble Top Rd,
	City/State/Zip	GEORGIA	Sold To info)	City/State/Zip	Chickamauga, GA 30707
Contact Info:	Equipment Contact Name	Paine Gily	Equipment Contact Phone #	706-3758910	
	Prod Supp Contact Name		Prod Supp Contact Phone #		
	Delivery Contact Name		Delivery Contact Name Phone #		
Account Info:	Cust Account # 902481	Cust Sales Tax Exempt #	Cust P.O. #		

Equipment Information

Make	AA	Serial #	ORLT01083	Year	2023
Stock #	EM2231496	Other			
Description					
Attachments	Straight tooth ripper, Diamond cab screens and sweeps installed on the machine.				

Rental Information

Rental Start Date	TBD	Rates: The Monthly Rental Rate is based on maximum usage limit of 8 hours per day, 40 hours per week, and 17 hours per month. If Customer does not purchase the Equipment via the Purchase Option, Customer will be charged an hourly "Overtime Rate" for use of the Equipment while on rent in excess of the maximum usage limit, based on the prorated Monthly Rental Rate (i.e., Monthly Rental Rate divided by 176). The Monthly Rental Rate and the R Rate (if applicable) are subject to adjustment by Yancey as set forth in the Additional RPO Terms and Conditions attached below. Maintenance: During the rental term, Yancey will conduct regularly scheduled maintenance for the Equipment per Cat or other manufacturer specifications as part of the Customer Value Agreement ("CVA") indicated herein, at a price of which CVA is included in this Agreement. Such CVA must be separately executed by the parties, and maintenance performed by Yancey is subject to the terms and conditions of such CVA. Customer must make reasonable accommodation to provide the Equipment to Yancey at a mutually agreeable time for the purpose of conducting maintenance under the CVA. Customer responsible for all maintenance for the Equipment not included in the CVA that is required to keep the Equipment in good working condition while on rent, including, without limitation, daily inspections, adjustments of fluids a lubrication, removal of debris, and replacement of wear items. Damage: Customer assumes all risk of loss or damage to the Equipment while on rent, from any cause whatsoever, whether or not due to the fault of Customer, (including, without limitation, fire, flood, theft, collision, rollover, or omission of third parties, and Acts of God). Customer is responsible for paying Yancey to repair or replace lost or damaged Equipment as set forth in the Additional RPO Terms and Conditions attached below. Return Condition: If Customer does not exercise the Purchase Option, Customer shall return the Equipment to Yancey at the end of the rental term in the same condition in which it was received, normal wear and tear except only. The Equipment must be returned in clean condition; if the Equipment is returned excessively dirty (requiring more than 30 minutes of cleaning) Customer will pay Yancey the reasonable costs of cleaning the Equipment. The Equipment must be returned full of fuel or Customer will pay Yancey a re-fueling charge based on Yancey's prevailing per gallon re-fueling rate.
Guaranteed Rental Term	6 MONTHS	
Monthly Rental Rate	8,222	
Payment Terms		
Std payment terms(see attached Terms and Conditions)	☒	
CVA Coverage		☒
24MO/1000HR PM AGREEMENT		
Customer to Provide Property or Auto Physical Damage Insurance		☐
Customer Opt-In to Rental Protection Plan		☐
Monthly RPP Rate (if applicable)		
Rental Protection Plan ("RPP"): RPP IS NOT INSURANCE; IT IS AN OPTIONAL LIMITATION OF LIABILITY OFFERED BY YANCEY. The Monthly RPP Rate is 16% of the Monthly Rental Rate. If Customer opts into RPP, in consideration of payment by Customer of such RPP Monthly Rate, Yancey agrees to waive certain liability against Customer for loss or damage to the Equipment, as set forth in the Additional RPO Terms and Conditions attached below and further detailed in the Rental Protection Plan Guide. By signing below, Customer acknowledges that it has received a copy of the Rental Protection Plan Guide and has read and understands such Rental Protection Plan Guide.		

Cust Initial *SKW*

Purchase Option Information

Base Option Price	\$280,647	Option Period: CUSTOMER MUST NOTIFY YANCEY IN WRITING OF ITS INTENT TO EXERCISE THE PURCHASE OPTION WITHIN 12 MONTHS OF THE RENTAL START DATE (THE "OPTION PERIOD") AND MUST CLOSE ON THE PURCHASE OF THE EQUIPMENT WITHIN 30 DAYS OF PROVIDING SUCH NOTICE TO YANCEY. IF CUSTOMER FAILS TO EITHER PROVIDE SUCH NOTICE TO YANCEY WITHIN THE OPTION PERIOD IDENTIFIED ABOVE OR CLOSE ON THE PURCHASE WITHIN 30 DAYS OF PROVIDING SUCH NOTICE TO YANCEY, THE PURCHASE OPTION SHALL BECOME NULL AND VOID, AND THIS AGREEMENT SHALL REVERT TO A MONTH-TO-MONTH RENTAL WITHOUT AN OPTION TO PURCHASE THE EQUIPMENT.
Purchase Option: Provided all other requirements set forth in this Agreement are met, Customer shall have the option during the Option Period defined herein to purchase the Equipment at the Adjusted Option Price calculated by Yancey hereunder (the "Purchase Option").		
Adjusted Option Price: The Adjusted Option Price is equal to the Base Option Price, less applicable paid rental fees (per Section 5 of Additional RPO Terms and Conditions attached below), plus interest expenses, plus maintenance and repair expenses not covered under warranty or CVA, plus applicable taxes, and less or plus any other applicable adjustments reasonably determined by Yancey.		

Cust Initial *SKW*

Warranty Information

Warranty (check applicable box below, if any, and provide warranty terms)		Warranty Terms: By signing below, Customer acknowledges it has received copy of the applicable warranty indicated herein (if any) and has read and understands said warranty. Customer's rights and obligations with respect to said warranty are subject to the terms and conditions set forth therein. Oil Sampling: Scheduled oil sampling is mandatory with any warranty indicated herein. Customer is responsible for taking oil samples at the designated intervals identified in the applicable warranty. Disclaimer: EXCEPT AS OTHERWISE INDICATED HEREIN, ALL EQUIPMENT IS RENTED AND SOLD (AS APPLICABLE) "AS IS," "WHERE IS," WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.	
Cat New Equipment Warranty	☒ 36 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH		
Allied New Equipment Warranty	☐		
Cat Used Equipment Warranty	☐		
Allied Used Equipment Warranty	☐		

Cust Initial *SKW*

Other Information

Notes:

Terms and Conditions

This Agreement is subject to the terms and conditions set forth above and the Additional RPO Terms and Conditions attached to this Agreement below. By signing below, Customer acknowledges it has reviewed and agrees to be bound by all such terms and conditions of this Agreement (including the Additional RPO Terms and Conditions attached below). The pricing and other terms of Agreement may be revoked by Yancey at any time prior to acceptance of this Agreement by Customer and shall automatically expire if this Agreement is not accepted by Customer within 30 days of issue date first set forth above.

For Yancey internal purposes only

Signed Agreement received from Customer by:

Printed Name _____

Date _____

CUSTOMER ACCEPTANCE

Signature *Shannon K. Whitfield*

Printed Name *Shannon K. Whitfield*

Title *Chairman/CEO*

Date *2/22/24*

ADDITIONAL RPO TERMS AND CONDITIONS

- Acceptance; Applicable Terms and Conditions.** This Rental Agreement with Purchase Option (the "Agreement") shall become a contract between Yancey Bros. Co. ("Yancey") and the customer identified on the face of the Agreement ("Customer"), subject to all terms and conditions set forth herein and on the face of the Agreement, upon receipt by Yancey of Customer's written acceptance of this Agreement at Yancey's offices at 330 Lee Industrial Blvd, Austell, Georgia 30168. Acceptance of this Agreement by Customer is expressly limited to the terms and conditions set forth herein and on the face of the Agreement. Yancey shall not be bound by any provisions on Customer's purchase order, acceptance, or other forms or documents (including counter offers) which purport to impose any terms and conditions at variance with the terms and conditions herein set forth, and any such terms and conditions of Customer shall have no force or effect and shall not constitute any part of the applicable terms and conditions of the rental or purchase, except to the extent that said terms and conditions are separately and specifically agreed to in writing by Yancey. Yancey's failure to object to provisions contained in Customer's purchase order, acknowledgement, or other forms or documents shall not be deemed a waiver of the provision of Yancey's terms and conditions herein set forth. As used herein, the term "Equipment" shall mean all machinery and equipment described on the face of the Agreement, together with all parts, accessories, supplies, materials, and other items attached to or located on the Equipment, and, unless the context otherwise requires, shall also include all dealer preparation services related to the Equipment which Yancey may agree to provide.
- Title.** To the extent the Agreement provides for rental of the Equipment to Customer, Customer hereby acknowledges and agrees that title to all such Equipment and to all replacements or substitutions thereof shall at all times during the rental period remain with Yancey. Customer further agrees to keep the Equipment free from any all liens, claims, and security interests, and shall do or permit no act or thing whereby Yancey's title or rights may in any way be encumbered or impaired during the rental period. Customer shall not be entitled to exercise any Purchase Option which may be granted in the Agreement with respect to the Equipment if Customer is in default of its obligations to Yancey under the Agreement or any equipment lease, conditional sales contract, or other agreement with Yancey. To the extent the Agreement provides for a sale of the Equipment to Customer and Customer does not pay Yancey in full for all obligations relating to the Equipment as designated by the Agreement upon or prior to such sale, Customer does hereby create and grant a purchase money security interest in and to the Equipment in favor of Yancey, and Yancey hereby reserves a purchase money security interest in the Equipment securing payment of all Customer's obligations to Yancey in connection with the Equipment as provided in the Agreement. If Customer exercises the Purchase Option, Yancey will, upon full payment of the Adjusted Option Price, execute and deliver to Customer all documents necessary to effect transfer of ownership of the Equipment to Customer, free and clear of all encumbrances, security interest, and liens, except as otherwise set forth herein.
- Security Interest.** Upon Customer's execution of the Agreement, and written acceptance thereof by Yancey, the Agreement shall constitute a security agreement and shall be enforceable against Customer as such in accordance with the Uniform Commercial Code ("UCC") as adopted in the State of Georgia. Upon any default by Customer in its obligations pursuant to the Agreement, Yancey may exercise any and all rights available to it by agreement or under law, including the aforesaid UCC. Without limiting the generality of the foregoing, upon any default, Yancey may declare the entire unpaid portion of the Customer's obligation hereunder immediately due and payable, and the agreement of rental or sale terminated, and may require Customer to assemble the Equipment and make available to Yancey at a convenient place designated by Yancey. In addition, Yancey may, at its option, charge and collect from Customer, as liquidated damages, and amount equal to all costs and expenses incurred by Yancey in delivering, repossessing, and returning the Equipment, plus rental payments for the period Customer had possession of the Equipment in an amount not less than the rental payments normally charged by Yancey for similar equipment on a month-to-month rental. Customer does hereby irrevocably make, constitute and appoint Yancey or any of its officers or designees Customer's true and lawful attorney in fact with full power and right to (a) complete, execute, and file any necessary or appropriate UCC financing statements and similar documents evidencing or reflecting the grant by Customer of a security interest in and to the Equipment to Yancey, (b) take possession of the Equipment and sell or cause to be sold such Equipment upon the occurrence of any default hereunder by Customer, and (c) enter into and execute any and all agreements, conveyances, and other documents or instruments necessary or appropriate in connection with the enforcement by Yancey of its rights and remedies upon the occurrence of any default hereunder by Customer, and Customer hereby ratifies and confirms all that Yancey or its officers or designees as such attorney in fact, shall do by virtue hereof. This power of attorney is one coupled with an interest and is irrevocable so long as there is any liability or obligation owing by Customer to Yancey in connection with the Equipment.
- Price.** ALL PRICES LISTED ON THE FACE OF THE AGREEMENT (INCLUDING THE MONTHLY RENTAL RATE, MONTHLY RPP RATE, AND BASE OPTION PRICE) ARE SUBJECT TO INCREASE IN THE EVENT OF ANY OF THE FOLLOWING: (a) THE EQUIPMENT MANUFACTURER INCREASES THE PRICE OF THE EQUIPMENT PRIOR TO DELIVERY THEREOF TO CUSTOMER; (b) HIGHER PRICES ARE BEING GENERALLY QUOTED BY YANCEY FOR SIMILAR EQUIPMENT AT THE TIME THE EQUIPMENT IS DELIVERED TO CUSTOMER; OR (c) A CHANGE OCCURS IN THE CONTEMPLATED TIME OR MANNER OF DELIVERY OF THE EQUIPMENT. Additionally, all prices are F.O.B. Yancey locations and are subject to applicable taxes: Walker County Landfill subject to applicable taxes.
- Adjustment for Paid Rental Fees.** If Customer provides Yancey written notice of its intent to exercise the Purchase Option at any time within the first 6 months of the Option Period, Customer will receive a credit toward the Base Option Price equal to 100% of all rental fees for the Equipment paid by the Customer under this Agreement during the rental period prior to the purchase of the Equipment, less carrying charges of 1% per month of the declining balance of the Base Option Price, provided that Customer closes on the purchase of the Equipment within thirty (30) days of providing such notice to Yancey. If Customer provides Yancey written notice of its intent to exercise the Purchase Option within the Option Period at any time after the first 6 months of the Option Period, Customer will receive a credit toward the Base Option Price equal to 85% of all rental fees for the Equipment paid by the Customer under this Agreement during the rental period prior to the purchase of the Equipment, less carrying charges of 1% per month of the declining balance of the Base Option Price, provided that Customer closes on the purchase of the Equipment within thirty (30) days of providing such notice to Yancey.
- Payment.** Unless other payment terms are set forth on the face of the Agreement, the first month's rental fees are due in advance upon signing and each subsequent month's rental fees will be invoiced on a monthly basis and are due upon receipt of invoice. Customer promises to pay to the order of Yancey all amounts due hereunder in accordance with the terms herein set forth, together with all costs of collection, including fifteen percent (15%) as attorney's fees if collected by law or through an attorney at law. No discount or other reduction in the amount due may be taken by Customer unless specified on the face of the Agreement. Any check or remittance received from or for the account of Customer may be accepted and applied against any indebtedness or obligation owing by Customer as shown by the books and records of Yancey without prejudice to or the discharge of the remainder of any such indebtedness or obligations, regardless of any condition, proviso, statement, legend, notation appearing on, referring to or accompanying such check or remittance. Customer shall pay interest to Yancey from maturity date of the invoice or the date any payment is due hereunder (a) if the amount payable exceeds \$3,000, at the rate of one and one half percent (1 1/2%) per month, or (b) if the amount payable is less than \$3,000, at the rate of nine percent (9%) per annum; provided, however, that in no event shall the interest rate exceed the maximum lawful interest rate applicable.
- Credit and Default.** Yancey may, at any time and from time to time, upon the occurrence of any adverse change in the financial condition or creditworthiness of Customer, limit or cancel the credit extended to Customer as to time and amount, and, as a consequence, require a new application for credit or demand payment in cash prior to delivery of any unfilled or unpaid portion of the Agreement. Upon Customer's failure to make any such payment within ten (10) days after demand, or in the event of any default, breach, or repudiation by Customer of any agreement with Yancey, or if Customer should become insolvent, call a meeting of its creditors, or make an assignment for the benefit of creditors, or if a bankruptcy, insolvency, reorganization, or arrangement proceeding shall be commenced by or against Customer, Yancey may cancel this and any other contracts with Customer (Customer remaining liable for all damages in connection therewith), defer any shipments hereunder, declare forthwith due and payable all outstanding bills of Customer under this or any other agreement, sell all or any part of the undelivered Equipment, without notice, at public or private sale, Customer to be responsible for the costs and expenses of such sale and for any deficiency, Yancey to account to Customer for any excess (Yancey having the right to become the buyer of such Equipment at any such sale), and bill all or any part of the undelivered Equipment to Customer. Any property of Customer, including but not limited to Equipment billed and held (whether paid for or not) at any time and in Yancey's possession, either as a principal or agent, shall be deemed held as security for, and may at Yancey's option be set off against any of Customer's obligations to Yancey. Approval of credit for one or more deliveries under the Agreement shall not be deemed a waiver of the provisions of this Section.
- Guaranteed Rental Term.** Customer is obligated to pay Yancey the full rental rate for the Equipment for the entirety of the guaranteed rental term (if any) specified on the face of the Agreement, and Customer shall not have any right to terminate or cancel the rental of the Equipment prior to the completion of such guaranteed rental term for any reason whatsoever, except solely due to a purchase of the Equipment by Customer via the Purchase Option. Customer acknowledges that its commitment to such guaranteed rental term is a material inducement to Yancey entering into the Agreement upon the pricing and other terms included herein.
- Delivery.** Yancey makes no guarantee or warranty as to the exact date of shipment or delivery, and any date specified in the Agreement is merely an estimated date of shipment or delivery. Unless otherwise specified in writing, delivery of Equipment may be effected by (a) the acceptance of the Equipment from shipment by a licensed public truck-man or common carrier, (b) actual delivery of the Equipment to Customer by Yancey or its agent, or (c) allocation of the Equipment to Customer at Yancey's facilities and notification to Customer that Equipment is available for pick-up, where Customer has advised Yancey that Customer will arrange for transportation of the Equipment. Except where the Equipment is being rented by Customer or payment in full is not to be made until after the Equipment has been delivered to Customer, title to the Equipment shall pass to Customer upon delivery, subject to Yancey's right of stoppage in transit. Equipment invoiced and held at any location, for whatever reason, shall be at Customer's risk and Yancey may, at its option, charge for insurance and storage at prevailing rates. Yancey shall not be liable for any non-delivery or delay of delivery of all or any part of the Equipment due to accidents, strikes, fires, floods, epidemics, war, civil insurrections, government regulation, delay or inability to obtain labor material or services through Yancey's usual and regular sources, casualty, acts of God, or any other conditions or causes of like or unlike nature beyond the control of Yancey. In any such event, Yancey may, in its sole discretion, without notice to Customer, at any time and from time to time, postpone the delivery dates under the Agreement for a time, which is reasonable under all the circumstances, or make partial delivery or cancel all or any portion of the Agreement. Yancey may assess a service charge against Customer for handling, storing, and transporting of the Equipment where Customer changes the terms of delivery from those set forth herein, or which Customer for any reason fails to accept when tendered by Yancey or wrongfully rejects.
- Inspection.** Promptly upon the delivery of the Equipment at Customer's facilities or other location designated by Customer, Customer shall inspect the Equipment and notify Yancey in writing of any alleged shortages or defects. Failure by Customer to notify Customer in writing of alleged shortages or defects within ten (10) days after Customer's receipt of the Equipment shall constitute a waiver of any right to make inspection prior to payment for the Equipment and further a waiver of any shortage or defect which reasonable inspection would have revealed. Additionally, Yancey shall in no event have any obligation to Customer for shortages or other defects in the Equipment unless Yancey is afforded reasonable opportunity to examine the Equipment for the alleged shortages or defects within thirty (30) days after the receipt of such written notice and unless Customer provides reasonable cooperation to Yancey in any investigation into the alleged shortages or defects, including, but not limited to, providing documentation and other information reasonably requested by Yancey. Customer's failure to comply with any of the requirements set forth in this Section shall constitute irrevocable acceptance of the Equipment by Customer and bind Customer to pay the price of the Equipment. Notwithstanding anything to the contrary in the foregoing, Customer shall only have the ability to reject Equipment due to defects to the extent such defects are covered by a warranty (if any) provided for the Equipment pursuant to the Agreement.
- Use of Equipment.** Customer is responsible for complying with the following requirements while the Equipment is on rent to Customer hereunder: (a) the Equipment will be held in a safe and secure manner; (b) the Equipment will be used solely in Customer's business and kept only at Customer's place of business or the job site where the Equipment is used, and will not be moved without the prior consent of Yancey; (c) the Equipment will only be used in accordance with the manufacturer's instructions within its rated capacity; (d) the Equipment will only be operated by Customer and its employees who are at least 21 years old, are properly qualified and trained to operate the Equipment, and have a valid driver's license with respect to the Equipment where required by law; (e) if the Equipment is a CMV (Commercial Motor Vehicle), the operating carrier must display their USDOT Number as stated in FMCSA 390.21; (f) the Equipment will not be modified or altered in any way unless approved in advance by Yancey; and (g) the Equipment will not be sublet to any third party unless approved in advance in writing by Yancey.
- Risk of Loss.** Customer assumes all risk of loss or damage to the Equipment while on rent, from any cause whatsoever, whether or not due to the fault of Customer, (including, without limitation, fire, flood, theft, collision, rollover, acts or omission of third parties, and Acts of God). Any work required to repair damage to the Equipment shall be performed by Yancey and billed to Customer at Yancey's then-prevailing rates for labor, parts and supplies, together with the full rental rate until such repairs are completed. Yancey may require that such repairs be performed immediately if necessary or advisable for the safe or proper operation of the Equipment, as determined by Yancey in its sole discretion. If the Equipment is lost or damaged beyond repair, Customer will pay Yancey the replacement cost for the Equipment based on the prevailing fair market value, together with the full rental rate until the Equipment is replaced. Accrued rental charges shall not be applied against the cost of repair or replacement hereunder. Yancey reserves the right to require Customer to purchase and maintain in effect during the rental period property or auto physical damage insurance acceptable to Yancey covering Yancey as loss payee to cover loss or damage to the Equipment up to the full replacement cost. Notwithstanding anything to the contrary in the foregoing, if Customer has opted into the optional RPP with respect to the rental of the Equipment hereunder (as indicated on the face of this Agreement), and provided that Customer timely pays all amounts due for such RPP and that none of the exceptions to RPP's application set forth in Section 14 are present, then Customer's liability for loss or damage to the Equipment hereunder shall be limited as set forth in Section 14. Otherwise, the limitation of liability set forth in Section 14 shall not apply to Customer's liability for loss or damage to the Equipment hereunder.
- Notice of Incident.** In the event of any loss or damage to the Equipment or any incident involving the Equipment resulting in any loss or damage to other property or any personal injury, Customer agrees to notify Yancey of such incident immediately (and in any event within 1 hour) by telephone, and thereafter to immediately report in writing to Yancey and the public authorities (where applicable) all information deemed relevant thereto by Yancey. Customer will cause its agents and employees to give Yancey and the public authorities proper and full information and assistance in investigation and prosecution of any such incident.
- Optional Rental Protection Plan (RPP).** RPP IS NOT INSURANCE; IT IS AN OPTIONAL LIMITATION OF LIABILITY THAT MAY BE OFFERED BY YANCEY. PARTICIPATION IN RPP IS AN OPTIONAL AND CUSTOMER NEED NOT ELECT TO PARTICIPATE IN RPP IF OFFERED. CUSTOMER CAN ONLY OPT-IN TO RPP AT OR PRIOR TO THE BEGINNING OF THE RENTAL TERM UNDER THE AGREEMENT. If Customer has opted into RPP with respect to the rental of the Equipment under this Agreement (as indicated on the face of this Agreement), and provided that Customer timely pays all amounts due for such RPP and that none of the exceptions to RPP's application set forth below are present, then Customer's liability for loss or damage to the Equipment under Section 12 shall be limited to the lesser of: (a) ten percent (10%) of the replacement value of the Equipment (based on the prevailing fair market value); (b) ten percent (10%) of the cost of repairs (based on Yancey's prevailing rates for labor, parts and supplies); or (c) \$500 plus state and local taxes. If Customer fails to make timely payment of any amount due for RPP, Customer's participation in RPP will be deemed to have lapsed and terminated as of the last date RPP was in force for which Customer made timely payment of the amount due for RPP. Further, notwithstanding

- YANCEY) of a formal written theft, vandalism, or conversion police report within 72 hours of the loss; failure to provide formal reports will void all application of RPP; (iv) leaving keys, if any, in the Equipment while the Equipment is not locked or otherwise secured, regardless of whether or not a report was filed pursuant to this Section 14; (v) exposure to corrosive materials; (vi) boom damage from overloading of a boom or from collision when boom is in motion; (vii) Customer's failure to perform the maintenance required under this Agreement; (viii) operation or storage of the Equipment in violation of the requirements in this Agreement; (ix) operation or storage of the Equipment near hot debris or existing fire; (x) accumulation of debris in or around the Equipment; (xi) operation of the Equipment by anyone who is not properly qualified, trained, or licensed to operate the Equipment; or (xii) operation or storage of the Equipment that results in submersion of the Equipment in water or unstable soil. Further detail about RPP is set forth in the Rental Protection Plan Brochure, a copy of which has been provided to Customer and which is hereby incorporated into and made part of this Agreement as if expressly set forth herein.
15. **Required Insurance.** In addition to any property or auto physical damage insurance that Yancey may require pursuant to Section 12, Customer shall purchase and maintain in effect during the rental period a Commercial General Liability Insurance policy, at an insured limit of no less than \$500,000 combined single limit per occurrence, with an insurer carrying an A.M. Best rating of no less than A-VII, written on an occurrence form, and including Yancey as Additional insured. Such insurance shall be considered primary insurance for the benefit of Yancey as Additional Insured with any other insurance maintained by Yancey to be excess and non-contributory with respect to claims, loss or liability arising from the operations of Customer. Upon the execution of the Agreement, Customer shall provide certificates of insurance evidencing all insurance coverage required under this Agreement.
16. **NON-WARRANTY; REMEDIES. CUSTOMER ACKNOWLEDGES THAT, UNLESS OTHERWISE EXPRESSLY SET FORTH ON THE FACE OF THE AGREEMENT, THE EQUIPMENT IS BEING RENTED AND SOLD (AS APPLICABLE) TO CUSTOMER HEREUNDER ON AN "AS-IS, WHERE-IS" BASIS, WITH ALL FAULTS. CUSTOMER FURTHER ACKNOWLEDGES THAT YANCEY IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION REGARDING THE SUITABILITY OR DURABILITY OF THE EQUIPMENT FOR ANY PURPOSE OR USE OF CUSTOMER OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YANCEY SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR ANY THIRD PARTY DUE TO ANY ALLEGED DEFECT, LATENT OR OTHERWISE, IN THE EQUIPMENT, WHETHER RELATING TO MATERIAL, WORKMANSHIP, PERFORMANCE, OR ANY OTHER MATTER, WHETHER ARISING FROM THE APPLICATION OF THE LAW OF STRICT LIABILITY OR OTHERWISE. TO THE EXTENT THE EQUIPMENT IS COVERED BY ANY WARRANTY FROM THE MANUFACTURER OF THE EQUIPMENT, SUCH WARRANTY SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY SUCH ALLEGED DEFECT IN THE EQUIPMENT.**
17. **Limitations of Liability and Actions.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL YANCEY BE LIABLE FOR ANY ALLEGED LOSS OF PROFITS, INTERRUPTION OF OPERATIONS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED OR SUSTAINED BY CUSTOMER ARISING FROM OR RELATING TO ANY ALLEGED DEFAULT IN YANCEY'S OBLIGATIONS UNDER THE AGREEMENT. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY CAUSE OF ACTION WHICH CUSTOMER MAY BRING AGAINST YANCEY FOR ANY ALLEGED DEFAULT IN YANCEY'S OBLIGATIONS UNDER THE AGREEMENT MUST BE INSTITUTED, IF AT ALL, WITHIN ONE (1) YEAR AFTER ACTUAL DELIVERY OF THE EQUIPMENT TO CUSTOMER OR AFTER SUCH CAUSE OF ACTION ARISES, WHICHEVER IS LATER.
18. **Indemnity.** To the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Yancey, its affiliates, and their respective directors, officers, employees, agents, and representatives from and against any and all claims, demand, actions, causes of action, damages, losses, costs and expenses (including reasonable attorney's fees) relating to or arising from, in whole or in part, any actual or alleged: (a) breach of the terms of the Agreement by Customer; or (b) act, omission, error, fault, or negligence of Customer, its directors, officers, employees, agents, representatives, or subcontractors, or anyone else acting on Customer's behalf or for whose actions Customer may be liable, in connection with the operation or use of the Equipment. However, Customer's obligations under this Section shall not extend to the sole negligence of indemnitees.
19. **Data Consent.** In the event the Equipment is equipped with Product Link, Customer understands that data concerning the Equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc. ("Cat"), its affiliates, and its dealers to better serve Customer and to improve upon Cat products and services. The information transmitted may include machine serial number, machine location, and operational data, including but not limited to, fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Customer will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Cat recognizes and respects customers' privacy. By signing the Agreement, Customer agrees to allow this data to be accessed by Cat and its affiliates and dealers.
20. **Messaging Consent.** By providing any cell phone number to Yancey (including any set forth on the face of this Agreement), Customer provides Yancey consent to send text messages to such cell phone number with product, promotion and event information. By providing this consent, Customer is authorizing Yancey to contact Customer using texting systems. Customer acknowledges that message & data rates may apply. Customer represents and warrants that it or its authorized representatives is the owner or customary user of each cell phone number that Customer provides to Yancey. Customer acknowledges that the text messages Yancey sends to any such cell phone number may be seen by anyone with access to such phone and agrees that Yancey is not liable for anyone accessing such messages. Customer must take steps to safeguard such phones and its text messages if it wants them to remain private. The terms and conditions herein are subject to change at any time, and Yancey may notify Customer of any updates by sending a text message with a link to the revised terms and conditions or posting revised terms and conditions on the Yancey website. Yancey also reserves the right to terminate its text message program at any time. Please be aware that Yancey's text message program does not currently provide for two-way communication, other than sending auto-responses if a recipient sends text STOP or HELP as specified below. Also please be aware that text messages that Yancey sends may come from different numbers. For any questions about this policy or for help with problems receiving or stopping text messages from Yancey, please contact Yancey using the following information: help@yanceybros.com or 800-252-1562.
21. **Governing Law and Forum; Waiver of Jury Trial.** The Agreement will be governed by and construed under the laws of the State of Georgia (including the UCC as enacted in Georgia), without regard to any choice of law rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the state courts in Cobb County, Georgia and the federal courts in the Northern District of Georgia to hear any disputes between the parties arising under or otherwise in connection with the Agreement (including matters of construction, validity, and performance), and agrees that it shall not contest the jurisdiction of such courts to hear such disputes. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTES BETWEEN THE PARTIES ARISING UNDER OR OTHERWISE IN CONNECTION WITH THE AGREEMENT.
22. **Miscellaneous.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous representations and agreements, written or oral, between the parties with respect to such subject matter. Modifications to the standard terms of this Agreement may be made by Yancey (and only Yancey) prior to execution under the "Other Information" heading on the face of the Agreement. Once executed, the terms of the Agreement may only be amended, supplemented, or otherwise modified in a writing signed by a duly authorized representative of each party. In the event more than one person, corporation, business association, or other entity constitutes the Customer, all such person or entities shall be jointly and severally liable to Yancey for all indebtedness and obligations under the Agreement. Yancey shall not, by any act, delay, omission, or otherwise, be deemed to have waived any of its rights or remedies under the Agreement, and no waiver, whatsoever shall be valid against Yancey unless in writing signed by an authorized representative of Yancey and then only to the extent expressly set forth therein. Except as otherwise expressly provided herein, any notice required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid to Customer at its address set forth on the face of the Agreement, which shall be deemed to have been received the third business day following such mailing. Customer may change its address for notice purposes by written notice to Yancey as specified herein. Customer shall not assign or delegate the Agreement or any of its rights or obligations hereunder to any third party, including by operation of law, without Yancey's express prior written consent, and any purported assignment or delegation by Customer in violation of the foregoing restriction shall be deemed null and void. Subject to the foregoing restriction, the provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, permitted assigns, heirs, and legal representatives. The provisions of the Agreement are severable and any determination of invalidity, illegality, or unenforceability of any one provision (or portion thereof) hereunder will have no bearing on the continuing force and effect of the remaining provisions (or portions thereof). Section headings herein are for convenience only and are not intended to modify or affect the substantive meaning of any of the provisions. Customer hereby agrees that Customer will execute and deliver to Yancey any and all instruments, agreements, or other documents requested by Yancey which Yancey deems necessary or appropriate in connection with the rental or sale of Equipment to Customer. Delivery of the Agreement by facsimile or in electronic format (e.g., pdf or tif) will be as effective as delivery of a manually executed original of the Agreement.
- A LARGER-FONT VERSION OF THESE ADDITIONAL RPO TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST

Customer Initial SKW Date 02/22/22

Payoff does not include any past due late payment fees assessed on customer's YBCO open account.

[illegible]

D4

TRACK-TYPE TRACTOR



Net Power (2,100 rpm)

ISO 9249/SAE J1349

ISO 9249 (DIN)

97 kW (130 hp)

132 mhp

Operating Weight

D4

D4 LGP

13 272 kg (29,259 lb)

14 008 kg (30,882 lb)

Cat® C4.4 Engine meets U.S. EPA Tier 4 Final/EU Stage V/Japan 2014/Korea Stage V emission standards.



THE CAT[®] D4

SEE A BETTER BOTTOM LINE

The versatile Cat[®] D4 Dozer offers the power and precision to get jobs done quickly, plus gives you up to 30 percent more visibility in front of the blade. Easy-to-use technology features help you get more quality work done in less time. Fuel efficiency and service improvements help reduce your operating costs.



Comparisons to previous model D4/D6K2.

TECHNOLOGY FEATURES TO FIT YOUR BUSINESS

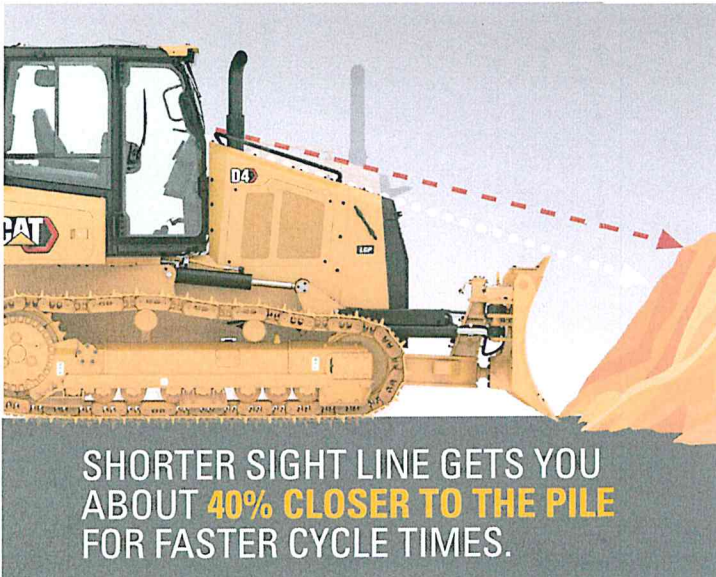
Your dozer is technology-ready so you can order technology packages from the factory or easily upgrade later as your work demands it.

- + The package of Assist features is now STANDARD, giving you technology like Cat Grade with Slope Assist™ and Steer Assist to help operators of varied skill levels get the job done faster and more easily.
- + Grade 3D with Assist package gives you all of the Assist features, plus 3D Grade and Steer Assist 3D. Get to design plan faster and with less operator effort so you can save time, money, and fuel.
- + Cat Equipment Management telematics technology helps take the complexity out of managing your jobsites.



A BETTER VIEW

Lower sloping hood line = **about 30% better visibility** to the work area in front of the blade.



SHORTER SIGHT LINE GETS YOU ABOUT **40% CLOSER TO THE PILE** FOR FASTER CYCLE TIMES.

D4>
PREVIOUS MODEL D6K/D6K2/D4>

UP TO 30% BETTER FORWARD VISIBILITY

Work more efficiently – lower sloping hood line for better visibility to the area in front of the blade.

UP TO 50% MORE PRODUCTIVITY WITH CAT TECHNOLOGY

A broad range of Assist and Grade technology choices helps boost productivity, so you get the most from your machine. The Assist package is now STANDARD.

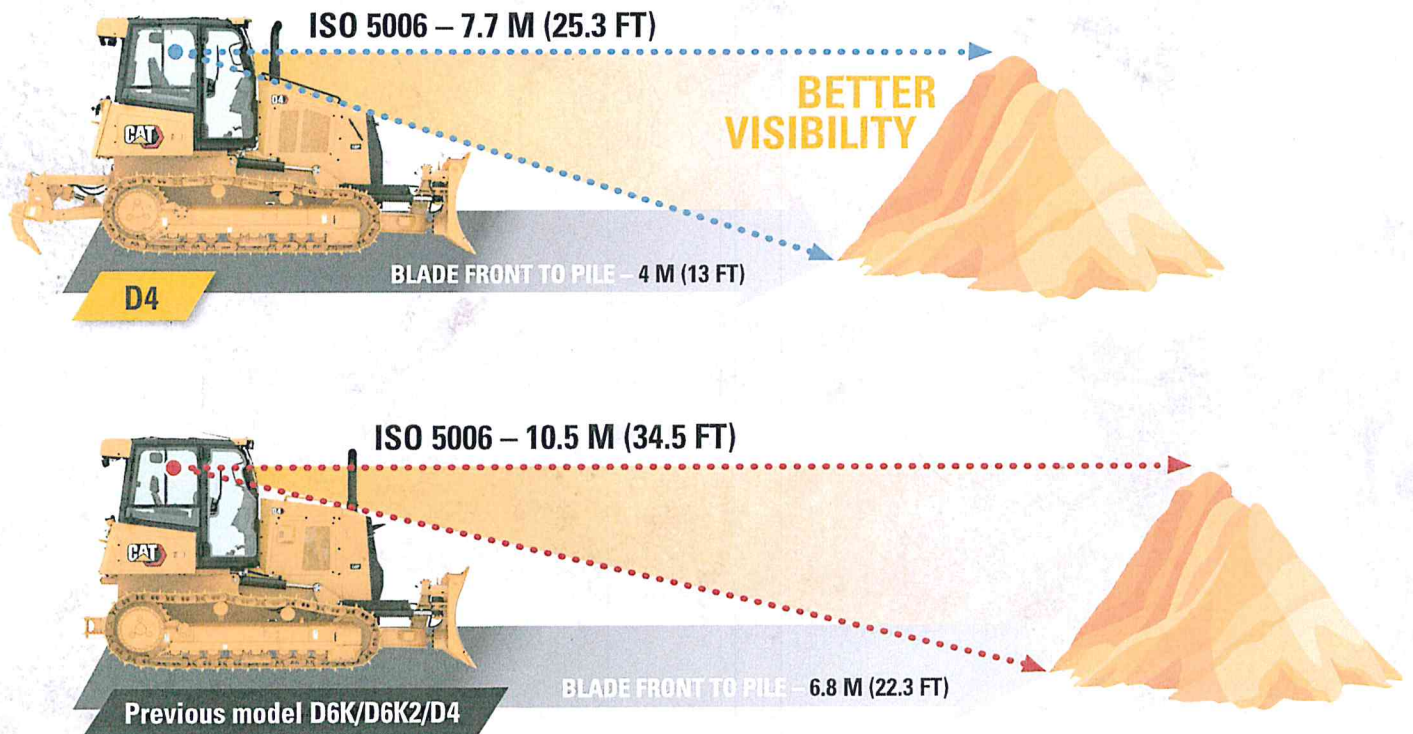
LOWER OPERATING COSTS

Lower maintenance costs, longer service intervals help you save time and money.

Comparisons to previous model D4/D6K2.

BETTER SIGHT LINES ENJOY THE VIEW

Get a better view of the work at hand with a lower sloping hood line that gives you up to 30 percent better visibility to the area in front of the blade.



WORK FASTER

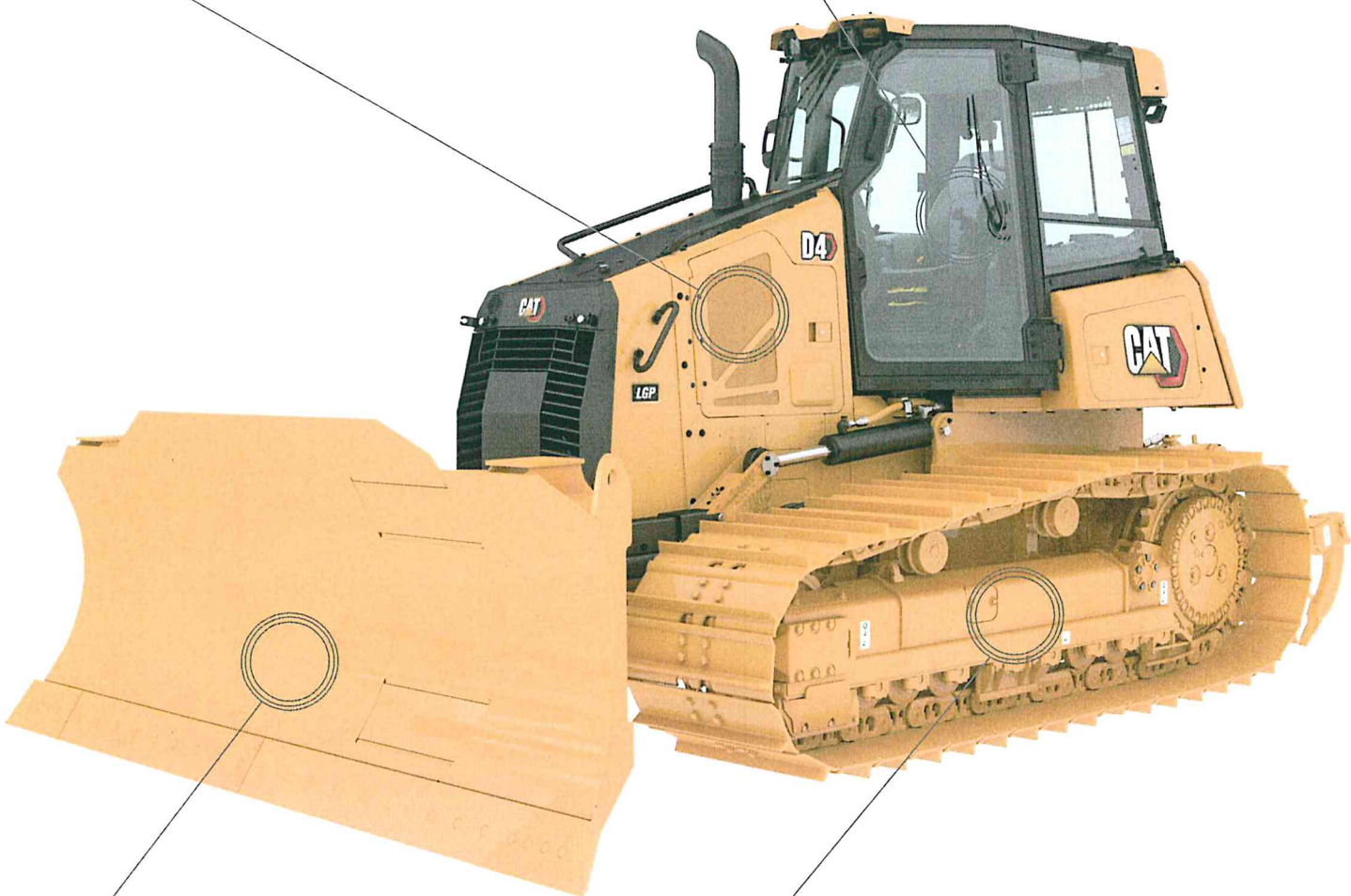
Shorter sight lines mean you won't have to back up as much to get a full view of the material. With the visual distance between the front of your blade and the pile shortened by about 40 percent, you'll spend less time in reverse and get the job done faster.

POWERFUL

Cat C4.4 engine with twin turbochargers combined with a hydrostatic transmission gives you excellent fuel efficiency and the most power-dense drive train in its size class.

AGILE

Superior maneuverability and fast steering response give you the agility to get the job done quickly. Power Turn provides power to each track to allow dozer to carry heavy loads around turns.



VERSATILE

Variable Pitch Angle Tilt (VPAT) blade gives you the width and capacity to move material, as well as the finesse you need for smooth finish grades. Foldable VPAT option available for narrower transport width.

BALANCED

The undercarriage design, with eight bottom rollers and two carrier rollers, is optimized for smooth finish grading and a better ride, even at faster grading speeds.



OPERATOR HELPERS

BUILT RIGHT IN

STANDARD Assist technology features help make work easier, especially for less experienced operators. Some blade and steering functions are automated so newer operators can work at productivity levels closer to their veteran counterparts. Seasoned operators can enjoy reduced effort, along with faster, more accurate results. Standard ARO with Assist bundles these features into one productivity-boosting package.

NO GPS SIGNAL? NO PROBLEM

Cat Grade with Slope Assist automatically maintains pre-established blade position without a GNSS/GPS signal – no additional hardware or software needed. For machines with 3D, operators can easily switch back and forth from full 3D automatics to Slope Assist.

SMOOTH OPERATOR

Stable Blade works seamlessly with operator inputs to help produce a smoother surface when operating manually.

STAY ON TRACK

Steer Assist automates track and blade tilt steering. Helps reduce operator fatigue by automatically maintaining straight travel with light loads or heavy loads on flat ground and side slopes. Helps reduce steering inputs up to 75%. No GNSS/GPS required.

Steer Assist available early 2024.

EASY UPGRADES

Attachment Ready Option (ARO) provides wiring and mounting provisions for dealer installation of Grade with 3D, Accugrade, UTS, or other grade control systems.

KEEP PUSHING FORWARD

These Assist features help you make the most of every pass.

Blade Load Monitor gives you real-time feedback on current load versus the optimal blade load based on your ground conditions. Actively monitors machine load and track slip to help you reach optimal pushing capacity.*

Traction Control automatically reduces track slip to save you time, fuel and track wear.*

AutoCarry automates blade lift to help you maintain consistent blade load and reduce track slip.*

Slope Indicate is included in the main machine display and shows side slope and uphill/downhill grades to help operators with slope work.

**Feature not operational indoors or in areas where a GNSS/GPS signal is not available.*

PROVEN ADVANTAGE

WORK HARDER

EASIER

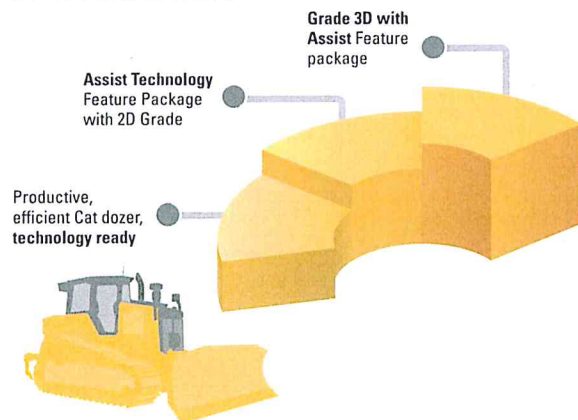
Cat Assist and Grade technologies work in the background to help dozer operators of varied skill levels and are especially beneficial to less experienced operators. To demonstrate just how much these built-in technology features help, Caterpillar put them to the test. Two novice operators and two expert operators took on three challenges. Each operator completed three runs of each task – one in manual, one using Assist technology features, and one using Assist plus Cat Grade with 3D. The team measured productivity¹, efficiency², completion time, final surface quality and operator inputs.

SLOT DOZING

Productivity and efficiency – novice operators went from 9% lower productivity and efficiency than the experts in manual to matching the experts when using Assist.

LEVEL UP

CHOOSE THE RIGHT LEVEL OF TECHNOLOGY TO FIT YOUR BUSINESS AND BUDGET. ORDER FROM THE FACTORY OR UPGRADE LATER.



TECHNOLOGY PACKAGES THAT HELP BOOST
TIME / MONEY / FUEL SAVINGS

TRUCK DUMP SPREADING/ GRADING IN SAND

Completion time – novice operators took 49% more time than the experts in manual and narrowed the gap to 17% using Assist and to 9% by adding Grade.

Blade inputs – novice operator blade inputs were reduced 45% with Assist, and 55% with Assist plus Grade. Expert operator blade inputs were reduced 32% with Assist, and 53% with Assist plus Grade.

Surface quality – novice operator surface quality improved up to 51% using technology while expert operator surface quality improved up to 27% using technology. Novice operators using technology produced similar surface quality to the expert operators in manual.

SIDE SLOPE/STEER ASSIST

Steering inputs – novice and expert operator steering inputs reduced by 75% in forward and by 67% combining forward and reverse.

¹ Material moved per hour

² Material moved per unit of fuel/diesel exhaust fluid (DEF)
Study conducted by Caterpillar, August 2022

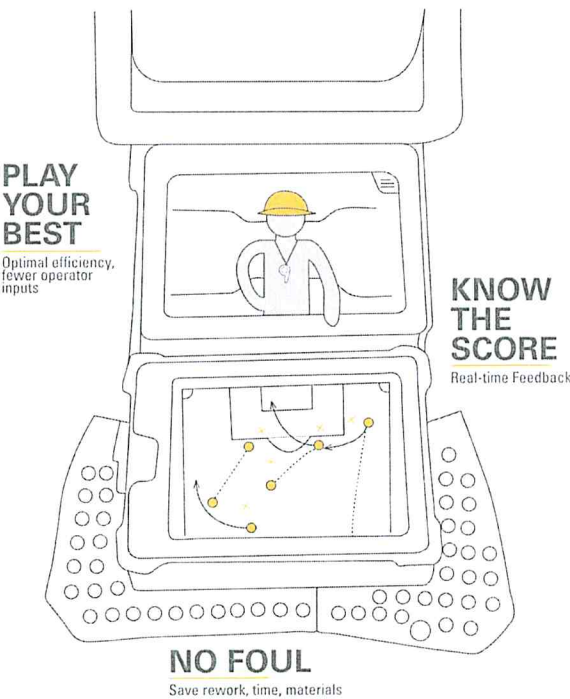


3D GRADE CONTROL BOOST YOUR PRODUCTIVITY

- + Factory integrated **Cat Grade with 3D** uses GNSS/GPS to control the blade so you can get to design the plan faster.
- + Cat Grade with 3D has no masts - low profile antennas are integrated into the cab roof and GNSS/GPS receivers are mounted inside the cab for better protection.
- + Automatically follow guidance lines from design plans with **Steer Assist 3D**. Stay on curb lines, centerlines, bottom of slope, etc., without operator effort. Track steering is used under light loads and blade tilt steering may be added under heavy loads.
- + Grade operator interface is intuitive and easy to use: 10-inch (254 mm) touchscreen, Android OS platform, operates like a smart phone.
- + Cab is Third-party Grade Control ready, equipped with CAN interface, harness pass throughs and mounting features to make it easier to install the grade control system of your choice.
- + All Cat Grade systems are compatible with radios and base stations from Trimble, Topcon, and Leica.
- + Already invested in a grade infrastructure? You can install grade systems from Trimble, Topcon, and Leica onto the machine.

Steer Assist 3D available early 2024.

CAT TECHNOLOGY IS LIKE HAVING A COACH IN THE CAB



CAT EQUIPMENT MANAGEMENT TECHNOLOGY

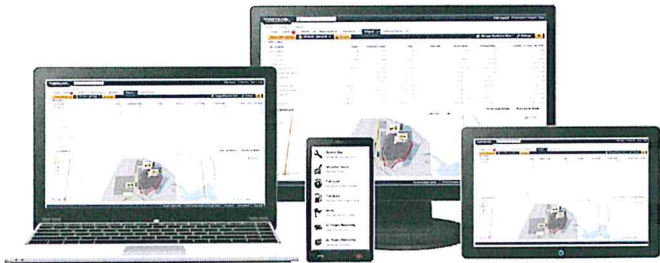
TAKES THE GUESSWORK OUT OF MANAGING YOUR EQUIPMENT

Cat Equipment Management telematics technology helps take the complexity out of managing your jobsites – by gathering data generated by your equipment, materials and people – and serving it up to you in customizable formats.



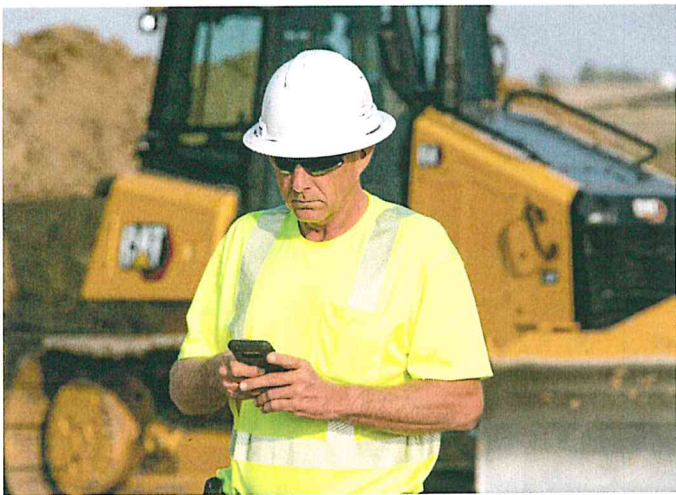
CAT PRODUCT LINK™

Product Link™ collects data automatically and accurately from your assets – any type and any brand. Information such as location, hours, fuel usage, productivity, idle time, maintenance alerts, diagnostic codes and machine health can be viewed online through web and mobile applications.



VISIONLINK®

Access information anytime, anywhere with VisionLink® – and use it to make informed decisions that boost productivity, lower costs, simplify maintenance and improve safety and security on your jobsite. With different subscription level options, your Cat dealer can help you configure exactly what you need to connect your fleet and manage your business without paying for extras you don't want. Subscriptions are available with cellular or satellite reporting or both.



REMOTE SERVICES

The Cat App helps you manage your assets – at any time – right from your smartphone. See fleet location and hours, get critical required maintenance alerts and even request service from your local Cat dealer.

- + **Remote Flash** – get software updates to one or more machines remotely.
- + **Remote Grade** lets you wirelessly manage site plans via Trimble Connect Services.
- + **Operator ID** lets you track machine operation by individual operator using the main display and Product Link.

COME ON IN AND MAKE YOURSELF COMFORTABLE

The latest cab offers more comfort and convenience for long days in the seat. Pair that with added visibility along the lower sloping hood line, and you have an operator environment that helps you get the job done.



STAY IN TOUCH

10-inch (254 mm) touchscreen main display is easy to use with a great view of machine settings and features. The standard high-definition rearview camera shows prominently in the display and includes backup lines to guide you.

WORK SPACE

More comfortable seat offers improved suspension and multiple adjustments for personalized comfort. Plus, enjoy additional storage spaces throughout the cab.

REDUCED EFFORT

Bi-directional control lets you preselect forward/reverse gears for reduced effort and to match your application. Save the settings as operator profile for even more convenience.

Comparisons to previous model D4/D6K2.



EQUIPPED FOR THE JOB

FIT THE WAY YOU WORK

Choose from undercarriage, track shoe, guarding and attachment options to ideally outfit your dozer for the type of work you do.

HEAVY DUTY/FORESTRY

You can equip your D4 with a variety of factory options to provide added protection in heavy-duty applications like forestry and land clearing. Choose individual components, sweeps/screens, protection packages and even a heavy-duty cab with polycarbonate windows.



SAVE TIME, SAVE MONEY

BECAUSE UPTIME COUNTS

EASY SERVICE ACCESS

Large engine compartment door gives you easy ground-level access to service and maintenance points. The lower panel can be removed without tools. The trunnion grease point can now be reached without bending down. Longer drawbar platform gives you more convenient fuel fill/rear camera cleaning access. Optional ground level fast fuel fill and shovel bracket add to overall convenience.

OPERATING COST SAVERS

Eco modes optimize engine speed, while maintaining ground speed and power, to save you fuel in lighter blade load applications like finish grading. Efficiency features reduce engine speed when idling, or shut the machine down after a specified time, to further save fuel and meet idling regulations. Efficient cooling package has better air flow, helping to reduce fan speed and save even more fuel in cooler conditions/lighter applications.

TAKE ON ABRASIVE CONDITIONS

Cat Abrasion™ undercarriage is your lowest cost-per-hour solution for high abrasion and low impact jobsites. The design offers double the seal life and eliminates bushing turns, reducing your costs up to 50% per hour compared to traditional undercarriage.

PRECISION CUTTING EDGES

Protect your blade investment with 20% more wear material and lower cost per hour, plus 40% more wear material on extended wear life edges.** Cat Precision Cutting Edges are the only ones with wear indicators rolled right into the edge material, to ensure you know when to flip your cutting edges to avoid costly blade repairs.

**Compared to legacy cutting edges (Available early 2024.)

SPEND LESS ON MAINTENANCE

Engine oil/engine oil filter service interval has been extended to 1,000 hours.* Longer service intervals on the air cleaner and Diesel Exhaust Fluid (DEF) pump filter help save time, too. LED lights offer up to six times the life of halogen to save on parts cost.

*First change at 500 hours. Scheduled Oil Sampling (S-O-SSM) required. Please refer to Operation and Maintenance Manual (OMM) for details.



Comparisons to previous model D4/D6K2.



MORE THAN MACHINES

BUILT AROUND YOUR SUCCESS

When you buy Cat equipment, you get so much more than the machine. You also get the support of a best-in-class dealer network, backed by a range of flexible solutions, technology, tools and more.

CUSTOMER VALUE AGREEMENTS

A Customer Value Agreement (CVA) from your Cat dealer helps you do more and worry less. A CVA simplifies machine ownership and maintenance, adds the security of expert dealer support and gives you the peace of mind from effective equipment health management.

REPAIR OPTIONS

A broad range of repair options give you choices that work with your needs, budget and timeline. Every repair is performed by expert Cat technicians. You'll receive smart repair advice, a timely, accurate quote and service that gets your machine back into action quickly.

GENUINE CAT PARTS

Genuine Cat Parts deliver the highest level of reliability and productivity. Order direct from your Cat dealer or shop online at parts.cat.com.

FINANCIAL SERVICES

Count on Cat Financial to provide the best finance and extended protection solutions for your business. For more than 30 years, we have helped our customers succeed through financial service excellence.

GET BACK TO WORK

Services to help you save time, save money and get back on the job.

CAT INSPECT

Access your equipment data on your mobile device. This easy-to-use app lets you capture inspection data and integrates with your other Cat data systems, so you can keep a close eye on your fleet.

HYDRAULICS AND HOSE

Whether you choose new, Reman, exchange or rebuilt hydraulic components, you'll get expert diagnostics, testing and contamination control. Cat Hose Service offers hoses and couplings for most makes and models.

CERTIFIED REBUILD

Get a full second machine life at a fraction of the cost of buying new. With upgraded features, safety enhancements and the latest technologies, your old machine will perform even better than it did when it rolled off the line.

TECHNICAL SPECIFICATIONS

See cat.com for complete specifications.

ENGINE		
Engine Model	Cat® C4.4	
Emissions	U.S. EPA Tier 4 Final/EU Stage V/Japan 2014/Korea Stage V	
Transmission Type	Hydrostatic	
Net Power (2,100 rpm)		
ISO 9249/SAE J1349	97 kW	130 hp
ISO 9249 (DIN)	132 mhp	
Displacement	4.4 L	268.5 in³
• Net power available at the flywheel when the engine is equipped with fan, air cleaner, aftertreatment, and alternator with engine speed at 2,100 rpm. • Advertised power is tested per the specified standard in effect at the time of manufacture. • Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels** up to: • 20% biodiesel FAME (fatty acid methyl ester)* • 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels Refer to guidelines for successful application. Please consult your Cat dealer or “Caterpillar Machine Fluids Recommendations” (SEBU6250) for details. * Engines with no aftertreatment devices can use higher blends, up to 100% biodiesel (for use of blends higher than 20% biodiesel, consult your Cat dealer). ** Lower-carbon intensity fuels do not significantly reduce GHGs at the tailpipe.		

BUILD NUMBER				
Build Number	16B			
OPERATING WEIGHT				
D4	13 272 kg		29,259 lb	
D4 LGP	14 008 kg		30,882 lb	
BLADES				
Blade Type	VPAT/Foldable VPAT			
	Capacity		Width	
VPAT	3.26 m³	4.26 yd³	3196 mm	10.5 in
LGP VPAT	3.81 m³	4.98 yd³	3682 mm	12.0 in
• VPAT foldable blades have the same capacity and width as the blades.				
SERVICE REFILL CAPACITIES				
Fuel Tank	260 L		69 gal	
Diesel Exhaust Fluid (DEF)	19 L		5 gal	
AIR CONDITIONING SYSTEM				
The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg of refrigerant which has a CO ₂ equivalent of 2.288 metric tonnes.				

DIMENSIONS				
Width of Tractor	D4		D4 LGP	
Standard Shoes without Blade	2330 mm	92 in	2760 mm	109 in
Standard Shoes with VPAT Blade Angled 25°	2896 mm	114 in	3337 mm	131 in
Standard Shoes with Foldable Blade in Transport Position	2364 mm	93 in	2850 mm	112 in
Machine Height from Tip of Grouser – ROPS Cab	2965 mm	117 in	2965 mm	117 in
Width of Standard Shoe	560 mm	22 in	760 mm	30 in
Length of Track on Ground	2653 mm	104 in	2653 mm	104 in
Length of Basic Tractor (with C-Frame and drawbar)	4618 mm	181 in	4618 mm	181 in
With the Following Attachments:				
VPAT Blade, Straight	5000 mm	196 in	5000 mm	196 in
VPAT Blade, Angled 25° (Standard and Foldable)	5630 mm	221 in	5630 mm	221 in
Ground Clearance from Ground Face of Shoe (per SAE J1234)	350 mm	14 in	350 mm	14 in
Ground Pressure (ISO 16754)	40.5 kPa	5.9 psi	31 kPa	4.5 psi

Note: all weights and dimensions with Cat Abrasion undercarriage.

STANDARD & OPTIONAL EQUIPMENT

Standard and optional equipment may vary. Consult your Cat dealer for details.

POWER TRAIN	STANDARD	OPTIONAL
Cat C4.4 diesel engine	•	
Air cleaner with integrated precleaner, dust ejector and under hood air intake	•	
Auto engine speed control	•	
Electric fuel pump	•	
Hydrostatic, infinite variable speed transmission	•	
Precleaner with turbine		•
Auto reversing fan		•
OPERATOR ENVIRONMENT	STANDARD	OPTIONAL
Standard ROPS/FOPS cab	•	
Comfort cab package		•
Heavy duty cab package		•
Integrated air conditioning	•	
Air-suspension cloth seat	•	
Adjustable armrests	•	
10-in (254 mm) touchscreen display	•	
Rear-vision camera	•	
Electronically programmable speed selector	•	
Electronic engine air cleaner service indicator	•	
Entertainment radio ready	•	
Radio, AM/FM/AUX/USB Bluetooth®		•
CAT TECHNOLOGY	STANDARD	OPTIONAL
Slope Indicate	•	
ARO with Assist Package		
- ARO		
- Slope Assist		
- Steer Assist**	•	
- Stable Blade		
- Blade Load Monitor		
- Traction Control		
- AutoCarry		
Grade 3D with Assist Package		
- Full-color 10-inch (254 mm) touchscreen grade display		•
- Steer Assist 3D**		
- Grade receivers and antennas		
- Grade Software Enabled Attachment (SEA)		
- ARO with Assist package features		
Compatibility with radios and base stations from Trimble, Topcon, and Leica	•	
Capability to install 3D grade systems from Trimble, Topcon, and Leica	•	
Product Link – cellular	•	
Product Link – dual cellular/satellite		•
Remote Flash/Troubleshoot	•	

ELECTRICAL	STANDARD	OPTIONAL
105 amp brush-type alternator (24 volt)	•	
Backup alarm	•	
Diagnostic connector	•	
Integrated halogen lights – 4 front, 2 rear	•	
6 LED lights		•
8 LED lights – premium		•
UNDERCARRIAGE	STANDARD	OPTIONAL
Heavy Duty undercarriage	•	
Cat Abrasion undercarriage	•	
Lifetime lubricated track rollers (8 + 2 carrier rollers) and idlers	•	
Track guiding guards – full, center, front/rear		•
SERVICE AND MAINTENANCE	STANDARD	OPTIONAL
Extended service intervals (1,000 hours* engine oil and filter, 1,000 hours power train)	•	
Ecology drains	•	
Fast fill ready		•
Bio hydraulic oil		•
Cold weather package (120V or 240V)		•
Shovel mounting bracket		•
High speed oil change		•
BLADES	STANDARD	OPTIONAL
VPAT blade	•	
Folding VPAT blade		•
Manual blade pitch	•	
Powered blade pitch		•
Precision Cutting Edges**	•	
ATTACHMENTS	STANDARD	OPTIONAL
Ripper Ready package		•
Winch ready		•
Dual Ripper/Winch Ready package		•
Winch (dealer installed)		•
Ripper with curved or straight shanks		•
Drawbar		•
Rear counterweight		•
Front pull device	•	
Protection packages		•
Rear screen		•

*S-O-S sampling required. Please consult Operation and Maintenance Manual (OMM) for complete service information.
**Available early 2024.

Not all features are available in all regions. Please check with your local Cat dealer for specific offering availability in your area. For additional information, refer to the Technical Specifications brochures for the D4 available at www.cat.com or your Cat dealer.



Department	Monthly Totals										YTD Totals	YTD Totals	Yearly Totals	Yearly Totals	Yearly Totals	Yearly Totals		
	December		January		2024		2023		2022								2021	
Animal Shelter		Dogs	Cats		Dogs	Cats		Dogs	Cats		Dogs	Cats		Dogs	Cats		Dogs	Cats
Intake		52	7		99	30		99	30		1,066	469		1,138	452		1,322	648
Adopted		30	11		42	10		42	10		252	84		191	150		31	91
Rescued		8	0		48	79		48	79		615	234		720	245		999	494
Returned to Owner		10	3		8	0		8	0		179	21		249	17		238	18
Euthanized		3	0		11	0		11	0		48	16		35	27		17	23
Codes Enforcement & Litter		December			January			2024			2023			2022			2021	
Inspections		191			157			157			1,619			3,553			19,409	
Closed Cases		2			20			20			54			73			154	
Roadside Trash Pounds		3,580			5,180			5,180			26,220			74,000			143,723	
Elections								2024			2023			2022			2021	
Active Voters (see YTD total)								42,103			41,961			43,200			43,025	
Fire Department		December			January			2024			2023			2022			2021	
Calls for Service		548			632			632			6,550			6,148			4,173	
Units Handling Calls for Service		799			903			903			9,429			9,433			7,024	
Smoke Alarms Installed		8			8			8			139			190			368	
SirenGPS Subscribers (6,048 total)		2			555			555			489			645			2,716	
Mountain Cove Farms		December			January			2024			2023			2022			2021	
Total Nights Booked		37			5			5			789			1,016			892	
Planning		December			January			2024			2023			2022			2021	
Single Family New Home Construction		15			17			17			352			142			157	
Building Inspections		230			235			235			4,395			2,291			1,755	
Public Relations		December			January			2024			2023			2022			2021	
External Media Impressions (stories)		17			30			30			297			327			460	
Facebook Followers Added (17,712 total)		100			148			148			2,185			2,722			1,227	
Facebook Posts (main page)		24			39			39			372			342			519	
WalkerCountyGA.gov views		36,137			43,081			43,081			526,068			504,354			568,384	
Newsletter Subscribers Added (6,147 total)		-5			23			23			219			345			1,376	
Public Works		December			January			2024			2023			2022			2021	
Patching/Potholes		40			186			186			4,423			3,124			4,157	
Walker Transit		December			January			2024			2023			2022			2021	
Total Trips		1,857			2,024			2,024			30,456			27,869			18,420	

Best Friends: Data Matrix

Criteria:

Enter from date: 01/01/2024

Enter to date: 01/31/2024

	Species					
	Canine			Feline		
	Adult	Up to 5 months	Unknown Age	Adult	Up to 5 months	Unknown Age
Beginning Animal Count 2024-01-01	126	37	0	85	6	0
Intakes: Stray/At Large	12	6	0	0	0	0
Intakes: Transferred in from Municipal Shelter	0	0	0	0	0	0
Intakes: Transferred in from Other Rescue Group	0	0	0	0	0	0
Intakes: Owner Requested Euthanasia	9	0	0	0	0	0
Intakes: Relinquished by Owner	49	10	0	26	4	0
Intakes: Returns	8	2	0	2	0	0
Intakes: Other Intakes	3	10	0	0	0	0
Live Outcomes: Adoption	35	7	0	10	0	0
Live Outcomes: Returned to Owner	8	0	0	0	0	0
Live Outcomes: Returned To Field	0	0	0	0	0	0
Live Outcomes: Transferred to Municipal Shelter	0	0	0	0	0	0
Live Outcomes: Transferred to Other Rescue Group	26	22	0	72	7	0
Live Outcomes: Other	1	0	0	1	0	0
Other Outcomes: Died in Care	2	0	0	0	0	0
Other Outcomes: Lost in Care	0	0	0	0	0	0
Other Outcomes: Euthanasia	2	0	0	0	0	0
Other Outcomes: Owner Requested Euthanasia	9	0	0	0	0	0
Ending Animal Counts 2024-01-31	130	28	0	32	1	0
Spays/Neuters: Pre-Adoption	34	9	0	1	0	0
Spays/Neuters: Free for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for Low-Income Families	0	0	0	0	0	0
Spays/Neuters: Low-Cost for General Public	0	0	0	0	0	0
Spays/Neuters: TNR	0	0	0	0	0	0
Spays/Neuters: Other	0	0	0	0	0	0